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Document Coversheet

Document Description: N68936-00-D-0007 CONTRACT

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Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy

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Exemption (6)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:
Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100.

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Initials & Control #:		REQUISITION NUMBER	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE 1 OF 49
2. CONTRACT NO. N68936-01-D-0007	3. AWARD/EFFECTIVE DATE	4. SOLICITATION NUMBER N68936-00-R-0008	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS <input checked="" type="checkbox"/> NEGOTIATED (REP)	6. SOLICITATION ISSUE DATE 13 MARCH 2000	
7. ISSUED BY CODE Naval Air Warfare Center Weapons Division (NAWCWD) 575 "T" Avenue, Suite 1, Building 65 Attention: Christine Stine, Code 230000E Point Mugu, CA 93042-5049 Voice: 805.989.1992 Fax:805.989.0561 or 805.989.1877		8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA <input checked="" type="checkbox"/> OTHER: SEE BELOW Competitive 8(a) set aside SIC 8711 SIZE STANDARD \$20.0M NO COLLECT CALLS			
9. SOLICITATION: SEALED OFFERS IN ORIGINAL AND 2 COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON <u>SEE SCHEDULE PROVIDED IN SECTION L</u> . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE.					
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES TECHNICAL/MANAGEMENT LOGISTICS SUPPORT SERVICES FOR AIR 3.3/3.0J					
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (120 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.		12. ADMINISTERED BY CODE S2101A DCM Baltimore 217 East Redwood Street Suite 1800 Baltimore, MD 21202-5299			
13. CONTRACTOR OFFEROR CODE 1RN86 FACILITY CODE TeamQualtec 21535 Pacific Drive, Suite B-1 Lexington Park, MD 20653 TELEPHONE 301.863.7716 DUNS NO CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER NO		14. PAYMENT WILL BE MADE BY CODE SC1012 DFAS-Columbus Center DFAS-CO/South Entitlement Ops P. O. Box 182264 Columbus, OH 43218-2264 SUBMIT INVOICES TO ADDRESS SHOWN IN 14			
15. PROMPT PAY DISCOUNT		16. AUTHORITY FOR USING OTHER THAN 10 U.S.C. 2304 (C) 41 U.S.C. 253 (C) FULL AND OPEN COMPETITION <input type="checkbox"/> () <input type="checkbox"/> ()			
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
(SEE PAGE 2)					
23. ACCOUNTING AND APPROPRIATION DATA AA: 1711804.4U4N 233 AA215 0 068342 2D N63126 44NCM0000000 \$400,000.00 Doc. No: N0001901WXZZK2L				24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY) \$698,452,757.00 (inclusive of options)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN * COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ALL ITEMS			
27. SIGNATURE OF OFFEROR/CONTRACTOR		28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
NAME AND TITLE OF SIGNER (TYPE OR PRINT)		DATE SIGNED		NAME OF CONTRACTING OFFICER DAVID W. COOLEY	
				DATE SIGNED	

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE PERIOD
BASE PERIOD OF PERFORMANCE IS 36 MONTHS
COST REIMBURSEMENT

CLIN	Description	Estimated Qty./Unit	Total Price
0001	Operational, Managerial, Analyses and Technical support efforts in accordance with Statement of Work - Attachment (1) (excluding Travel, Material and ODCs)	1,734,720 / labor hours	Est. Cost Base Fee Est Cost Plus Base Fee Award. Fee
0002	Award Fee in support of CLIN 0001	1 Lot	<div> <div> NTE \$ </div> <div> NTE \$ </div> </div> <div> b(4) </div>
0003	Travel requirements in support of CLIN 0001	1 Lot	
0004	Material / Other Direct Costs (ODCs) in support of CLIN 0001	1 Lot	
0005	Data in support of CLIN 0001 in accordance with DD Form 1423, Contract Data Requirements List, Exhibit A	1 Lot	
			Not Separately Priced

BASE PERIOD
BASE PERIOD OF PERFORMANCE IS 36 MONTHS
FIRM FIXED PRICE

CLIN	Description	Estimated Qty./Unit	Total Price
0006	Technical Manual Preparation & Publishing performed in accordance with Statement of Work – Attachment (1)		
0006AA	Page Changes to existing Technical Manuals- Hardcopy to Digital Format	180,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0006AB	Page Changes to existing Technical Manuals- Digital to Digital Format	180,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0006AC	New Pages in existing Technical Manuals - Digital Format	120,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0006AD	Output of Portable Document Format (PDF) Files	2,500,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0007	Technical Manuals / Technical Data Packages Conversion performed in accordance with Statement of Work – Attachment (1) and Task Orders issued herein.		
0007AA	Conversion of Hardcopy to Master Revisable Text Files in Microsoft Word Format	39,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0007AB	Conversion of Hardcopy to Master Revisable Text Files in Interleaf Format	120,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0007AC	Conversion of Hardcopy/Digital Text or Illustrations to Tagged Image File Format (TIFF) Files	75,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0007AD	Conversion of Hardcopy to Portable Document Format (PDF)	3,000,000 pages *	b(4) /Per Page = Not to Exceed b(4)
0008	Engineering Drawing Conversions performed in accordance with Statement of Work – Attachment (1)		
0008AA	Hardcopy Drawings to Digital/CALS Type 4 (C4) File Format	32,500 images *	b(4) /Image = Not to Exceed b(4)
0008AB	Hardcopy Drawings to Digital/Portable Document Format (PDF)	32,500 images	b(4) /Image = Not to Exceed b(4)
0009	Emerging Technology Advisory Board/Charter established in accordance with Statement of Work – Attachment (1)	21,840 hours (10.5 work-years for 3 year base period)	Not to Exceed b(4)

**TOTAL NOT TO EXCEED VALUE OF THE
BASE PERIOD (CR and FP)**

\$138,244,377

OPTION ONE
OPTION ONE PERIOD OF PERFORMANCE IS 36 MONTHS
COST REIMBURSEMENT

CLIN	Description	Estimated Qty./Unit	Total Price
0010	Operational, Managerial, Analyses and Technical support efforts in accordance with Statement of Work - Attachment (1) (excluding Travel, Material and ODCs)	2,570,880 / labor hours	Est. Cost Base Fee Est. Cost Plus Base Fee
0011	Award Fee in support of CLIN 0010	1 Lot	Award. Fee
0012	Travel requirements in support of CLIN 0010	1 Lot	Not To Exceed
0013	Material / Other Direct Costs (ODCs) in support of CLIN 0010	1 Lot	Not To Exceed
0014	Data in support of CLIN 0010 in accordance with DD Form 1423, Contract Data Requirements List, Exhibit A	1 Lot	Not Separately Priced

{ 6 (4) }

OPTION ONE
OPTION ONE PERIOD OF PERFORMANCE IS 36 MONTHS
FIRM FIXED PRICE

CLIN	Description	Estimated Qty./Unit	Total Price
0015	Technical Manual Preparation & Publishing performed in accordance with Statement of Work – Attachment (1)		
0015AA	Page Changes to existing Technical Manuals- Hardcopy to Digital Format	130,000 pages *	b(4) NTE Per Page* = Not to Exceed b(4)
0015AB	Page Changes to existing Technical Manuals- Digital to Digital Format	230,000 pages *	b(4) NTE Per Page* = Not to Exceed b(4)
0015AC	New Pages in existing Technical Manuals - Digital Format	120,000 pages *	b(4) NTE Per Page* = Not to Exceed b(4)
0015AD	Output of Portable Document Format (PDF) Files	4,500,000 pages *	b(4) NTE Per Page* = Not to Exceed b(4)
0016	Technical Manuals / Technical Data Packages Conversion performed in accordance with Statement of Work – Attachment (1)		
0016AA	Conversion of Hardcopy to Master Revisable Text Files in Microsoft Word Format	36,000 pages *	b(4) NTE Per Page = Not to Exceed b(4)
0016AB	Conversion of Hardcopy to Master Revisable Text Files in Interleaf Format	120,000 pages *	b(4) NTE Per Page = Not to Exceed b(4)
0016AC	Conversion of Hardcopy/Digital Text or Illustrations to Tagged Image File Format (TIFF) Files	60,000 pages *	b(4) NTE Per Page = Not to Exceed b(4)
0016AD	Conversion of Hardcopy to Portable Document Format (PDF)	1,450,000 pages *	b(4) NTE Per Page = Not to Exceed b(4)
0017	Engineering Drawing Conversions performed in accordance with Statement of Work – Attachment (1) and Task Orders issued herein.		
0017AA	Hardcopy Drawings to Digital/CALS Type 4 (C4) File Format	30,00 images *	b(4) NTE Image = Not to Exceed b(4)
0017AB	Hardcopy Drawings to Digital/Portable Document Format (PDF)	30,000 images	b(4) NTE Image = Not to Exceed b(4)
0018	Emerging Technology Advisory Board/Charter established in accordance with Statement of Work – Attachment (1)	21,840 hours (10.5 workyears for 3 year Option 1 period)	Not to Exceed b(4)

**TOTAL NOT TO EXCEED VALUE OF
OPTION PERIOD 1(CR and FP)**

\$203,953,388

OPTION TWO
OPTION TWO PERIOD OF PERFORMANCE IS 24 MONTHS
COST REIMBURSEMENT

CLIN	Description	Estimated Qty./Unit	Total Price
0019	Operational, Managerial, Analyses and Technical support efforts in accordance with Statement of Work - Attachment (1) (excluding Travel, Material and ODCs).	2,204,800 / labor hours	Est. Cost Base Fee Est. Cost Plus Base Fee
0020	Award Fee in support of CLIN 0019	1 Lot	Award. Fee
0021	Travel requirements in support of CLIN 0019	1 Lot	Not To Exceed
0022	Material / Other Direct Costs (ODCs) in support of CLIN 0019	1 Lot	Not To Exceed
0023	Data in support of CLIN 0019 in accordance with DD Form 1423, Contract Data Requirements List, Exhibit A	1 Lot	Not Separately Priced

b (4)

OPTION TWO
OPTION TWO PERIOD OF PERFORMANCE IS 24 MONTHS
FIRM FIXED PRICE

CLIN	Description	Estimated Qty./Unit	Total Price
0024	Technical Manual Preparation & Publishing performed in accordance with Statement of Work – Attachment (1).		
0024AA	Page Changes to existing Technical Manuals – Hardcopy to Digital Format	60,000 pages *	b(4) /NTE Per Page* = Not to Exceed b(4)
0024AB	Page Changes to existing Technical Manuals - Digital to Digital Format	180,000 pages *	b(4) /NTE Per Page* = Not to Exceed b(4)
0024AC	New Pages in existing Technical Manuals - Digital Format	80,000 pages *	b(4) /NTE Per Page* = Not to Exceed b(4)
0024AD	Output of Portable Document Format (PDF) Files	3,000,000 pages *	b(4) NTE Per Page* = Not to Exceed b(4)
0025	Technical Manuals / Technical Data Packages Conversion performed in accordance with Statement of Work – Attachment (1) and Task Orders issued herein.		
0025AA	Conversion of Hardcopy to Master Revisable Text Files in Microsoft Word Format	19,500 pages *	b(4) NTE Per page* = Not to Exceed b(4)
0025AB	Conversion of Hardcopy to Master Revisable Text Files in Interleaf Format	60,000 pages *	b(4) NTE Per page* = Not to Exceed b(4)
0025AC	Conversion of Hardcopy/Digital Text or Illustrations to Tagged Image File Format (TIFF) Files	30,000 pages *	b(4) NTE Per page* = Not to Exceed b(4)
0025AD	Conversion of Hardcopy to Portable Document Format (PDF)	150,000 pages *	b(4) NTE Per page* = Not to Exceed b(4)
0026	Engineering Drawing Conversions performed in accordance with Statement of Work – Attachment (1)		
0026AA	Hardcopy Drawings to Digital/CALS Type 4 (C4) File Format	20,000 images *	b(4) NTE Per Image* = Not to Exceed b(4)
0026AB	Hardcopy Drawings to Digital/Portable Document Format (PDF)	20,000 images	b(4) NTE Per Image* = Not to Exceed b(4)
0027	Emerging Technology Advisory Board/Charter established in accordance with Statement of Work – Attachment (1)	14,560 hours (7 work-years for 2 year Option 2 period)	Not to Exceed b(4)

**TOTAL NOT TO EXCEED VALUE OF
OPTION PERIOD 2 (CR and FP)**

\$173,604,107

OPTION THREE
OPTION THREE PERIOD OF PERFORMANCE IS 24 MONTHS
COST REIMBURSEMENT

CLIN	Description	Estimated Qty./Unit	Total Price
0028	Operational, Managerial, Analyses and Technical support efforts in accordance with Statement of Work - Attachment (1) (excluding Travel, Material and ODCs).	2,204,800 / labor hours	Est. Cost Base Fee Est. Cost Plus Base Fee
0029	Award Fee in support of CLIN 0028	1 Lot	Award. Fee
0030	Travel requirements in support of CLIN 0028	1 Lot	Not To Exceed
0031	Material / Other Direct Costs (ODCs) in support of CLIN 0028	1 Lot	Not To Exceed
0032	Data in support of CLIN 0028 in accordance with DD Form 1423, Contract Data Requirements List, Exhibit A	1 Lot	Not Separately Priced

{ 6 (4) }

OPTION THREE
OPTION THREE PERIOD OF PERFORMANCE IS 24 MONTHS
FIRM FIXED PRICE

CLIN	Description	Estimated Qty./Unit	Total Price
0033	Technical Manual Preparation & Publishing performed in accordance with Statement of Work - Attachment (1)		
0033AA	Page Changes to existing Technical Manuals - Hardcopy to Digital Format	40,000 pages *	b(4) NTE Per Page* =
0033AB	Page Changes to existing Technical Manuals- Digital to Digital Format	200,000 pages *	Not to Exceed b(4)
0033AC	New Pages in existing Technical Manuals - Digital Format	80,000 pages *	b(4) NTE Per Page* =
0033AD	Output of Portable Document Format (PDF) Files	3,000,000 pages *	Not to Exceed b(4)
0034	Technical Manuals / Technical Data Packages Conversion performed in accordance with Statement of Work - Attachment (1)		
0034AA	Conversion of Hardcopy to Master Revisable Text Files in Microsoft Word Format	10,000 pages *	b(4) NTE Per page* =
0034AB	Conversion of Hardcopy to Master Revisable Text Files in Interleaf Format	10,000 pages *	Not to Exceed b(4)
0034AC	Conversion of Hardcopy/Digital Text or Illustrations to Tagged Image File Format (TIFF) Files	10,000 pages *	b(4) NTE Per page* =
0034AD	Conversion of Hardcopy to Portable Document Format (PDF)	110,000 pages *	Not to Exceed b(4)
0035	Engineering Drawing Conversions performed in accordance with Statement of Work - Attachment (1) and Task Orders issued herein.		b(4) NTE Per page* =
0035AA	Hardcopy Drawings to Digital/CALS Type 4 (C4) File Format	20,000 images *	Not to Exceed b(4)
0035AB	Hardcopy Drawings to Digital/Portable Document Format (PDF)	20,000 images	b(4) NTE Per Image* =
0036	Emerging Technology Advisory Board/Charter established in accordance with Statement of Work - Attachment (1)	14,560 hours (7 workyears for 2 year Option 3 period)	Not to Exceed b(4)

**TOTAL NOT TO EXCEED VALUE OF
OPTION PERIOD 3 (CR and FP)**

\$182,650,885

* NOTE: the Government does not guarantee the estimated quantities of items shown for individual products nor the total estimated products for any period of contract performance.

** NOTE: The pricing of sub-contract line item numbers (CLINs) 0006AA, 0006AB, 0006AC, 0006AD, 0007AA, 0007AB, 0007AC, 0007AD, 0008AA, and 0008AB in the 36 month base period shall be firm fixed priced. The unit prices for these sub-contract line items in their respective option periods have not been established, and shall therefore, be priced as not-to-exceed (NTE) unit prices for evaluation purposes.

B1. 5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999)

(a) The total man-hour level of effort estimated to be ordered during each contract term is indicated in the table below. Direct labor includes authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in each basic contract period of performance. The estimated composition of the total man-hours of direct labor by classification and contract term is for the entire 10-year effort is as follows:

Description	Base Period 3 YRS	Option Period One 3 YRS	Option Period Two 2 YRS	Option Period Three 2 YRS
Program Manager*	89731	164986	154170	154170
Sr. Logistics Analyst*	99466	124550	97760	97760
Logistics Analyst	120058	136781	101005	101005
Sr. Computer Systems Analyst	30763	43306	36234	36234
Computer Programmer/ Analyst (Journeyman)	28454	28454	18970	18970
Sr. Configuration/Data Management Specialist*	67766	109574	97594	97594
Jr. Configuration/Data Management Specialist	47424	47424	31616	31616
Data Management Specialist (Journeyman)	47424	47424	31616	31616
Configuration Management Specialist (Journeyman)	130915	189446	160659	160659
Sr. Information Resource Manager	22901	27082	20509	20509
Information Resource Manager	30420	32510	22901	22901
Technical Publication Writer/Editor	115190	156998	129210	129210
Technical Illustrator (Journeyman)	61526	86611	72467	72467
Editorial Assistant	30420	32510	22901	22901
Editorial Clerk	18970	18970	12646	12646
Librarian	28454	28454	18970	18970
Sr. Library Technician	97594	181210	169894	169894
Library Technician (Journeyman)	83491	142022	129043	129043
Logistics Management Specialist (Journeyman)	85114	135283	119642	119642
Computer Operator (Journeyman)	42557	67642	59821	59821
Jr. Computer Operator	44179	60902	50419	50419
Sr. Draftsman	18970	18970	12646	12646
Jr. Draftsman	28454	28454	18970	18970
Administrative Assistant (Journeyman)	32386	36566	26832	26832
Data Entry Clerk	56909	56909	37939	37939
Jr. Computer Systems Analyst	5897	12168	11794	11794
Sr. Systems Administrator*	39312	81120	78624	78624
Systems Administrator	27518	56784	55037	55037

Sr. Systems Analyst	19656	40560	39312	39312
Sr. Computer Systems Designer	1966	4056	3931	3931
Jr. Computer Systems Designer	1179	2434	2359	2359
Sr. Data Protection Specialist	9828	20280	19656	19656
Jr. Data Protection Specialist	3931	8112	7862	7862
Data Technician	23587	48672	47174	47174
Sr. Program/Project Control Specialist	7862	16224	15725	15725
Business Process Reengineering Specialist*	23587	48672	47174	47174
Sr. Functional Systems Analyst	15725	32448	31450	31450
Functional Systems Analyst	15725	32448	31450	31450
Sr. Logistics Manager*	23587	48672	47174	47174
Jr. Logistics Manager	5897	12168	11794	11794
Logistics Manager	9828	20280	19656	19656
Sr. Analyst	5897	12168	11794	11794
Data Analyst	3931	8112	7862	7862
Technical Writer	3931	8112	7862	7862
Install Manager	5897	12168	11794	11794
Sr. Installer	3931	8112	7862	7862
Installer	1966	4056	3931	3931
Network Specialist	1966	4056	3931	3931
Local Area Network Specialist	1966	4056	3931	3931
Internet Sr. Systems Engineer	3931	8112	7862	7862
Internet Systems Engineer	1966	4056	3931	3931
Information Technology Specialist	4717	9734	9435	9435
TOTALS	1734720	2570880	2204800	2204800

Key personnel labor categories are identified by an asterisk (*) and all labor category qualifications are contained in Attachment (4) of the RFP.

The Government estimates for travel and material/other direct costs (ODCs) are provided (base/option periods) in Section B – Supplies or Services and Prices/Costs of the solicitation.

- (b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.
- (c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:
- (1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or
 - (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) can not be completed within the estimated cost, the Government will require more effort without increase in fee, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The Contractor's estimate of the total allowable cost incurred under the task order; and
- (ii) In the case of a cost under-run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

- (i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or
- (ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

- (i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;
- (ii) The Contractor's estimate of the total allowable cost incurred under the task order; and
- (iii) In the case of a cost under-run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

**B2.252.232-9505 PAYMENT OF BASE FEE (COST PLUS AWARD FEE, LEVEL OF EFFORT, ID/IQ CONTRACTS)
(SEP 1999)**

(a) The base fee for work performed under this contract is $\$ (4)$ *, provided that approximately 1,734,720** man hours of effort (including subcontractor hours and hours performed by other divisions of the contractor) are so employed on such work by the contractor. If less than one hundred percent (100%) of the man hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause of this contract entitled "Level of Effort." The Government shall make payment, on account of the base fee, at the rate of $\$ (4)$ *** per direct labor hour invoiced by the contractor under the contract clause entitled "Allowable Cost and Payment" for the related period, subject to the withholding provisions of paragraph (b) of the clause at FAR 52.216-8, entitled "Fixed Fee", located in Section I of this contract. These with-holding provisions apply to each individual task order. Any balance of base fee shall be paid the contractor, or any overpayment of base fee shall be paid by the contractor or otherwise credited to the Government, at the time of final payment.

(b) The cumulative base fee established in task orders issued herein shall not exceed the total base fee established in paragraph a. above, unless the contract is modified in writing by the Contracting Officer.

(c) For the purpose of this clause, "subcontract hours", shall include only those hours incurred by the subcontractor for services where the terms of the subcontract require payment based on the number of hours used and the reporting of those hours to the prime contractor. Examples of "subcontract hours" that are included in this definition are hours used in labor hour, time and material, and level of effort (fixed price or cost reimbursable) type contracts.

(d) "Subcontract" as used in this definition means any supplier, distributor, vendor or firm that furnished services to or for a prime contractor or another subcontractor.

*If option period one exercised, the base fee is

*If option period two exercised, the base fee is

*If option period three exercised, the base fee is

$\$ (4)$

** 2,570,800 manhours of effort for option period one

** 2,204,800 manhours of effort for option period two

** 2,204,800 manhours of effort for option period three

***If option period one exercised, the payment of base fee shall be at the rate of

***If option period two exercised, the payment of base fee shall be at the rate of

***If option period three exercised, the payment of base fee shall be at the rate of

$\$ (4)$

B3.5252.232-9506 DETERMINATION AND PAYMENT OF AWARD FEE (SEP 1999)

- (a) The contractor may earn and be paid all or a portion of an award fee not to exceed **6(4)**.
- (b) The contractor's performance will be evaluated in accordance with the Award Fee Plan as Attachment (2) to this contract.
- (c) Determination of award fee, if any, earned by the contractor and payment thereof, shall be made semiannually.
- (d) Award Fee Establishment. Upon approval of the overall performance rating by the FDO, the contracting officer will issue a modification to each order allowing the contractor to receive the appropriate amount of any award fee. Any remaining dollars will be de-obligated from the order.
- (e) The decision of the FDO with respect to entitlement to award fee, or the amount thereof, shall be final and shall not be subject to the "Disputes" clause of this contract.

*If option period one exercised, award fee shall not exceed

*If option period two exercised, award fee shall not exceed

*If option period three exercised, award fee shall not exceed

6(4)

B4. DESCRIPTION/SPECIFICATIONS

The contractor shall, in conformance with the Contract Provisions set forth in Sections B, D, E, F, G, H, and I furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work - Attachment (1) and in accordance with the Contractor's proposal of 16 May 2000.

B5. PRICE AT LINE ITEM LEVEL

Offerors shall insert in Section B of the Schedule unit prices and amounts at the contract line item number, (CLIN) level for the cost reimbursement portion and at the sub contract line item number (SCLIN) level and CLINs 0009, 0018, 0027 and 0036, for the fixed price portion as applicable.

B6. REDETERMINABLE PROVISION (FIRM FIXED PRICE, NOT TO EXCEED CLINS ONLY)

Due to ever changing and advancing technology, the contractor shall be required, approximately three (3) months prior to the end of the base period of contract performance, to reassess the unit prices for option period one, not to exceed CLINs. If the unit prices for these CLINs have decreased, the contract will be modified to reflect the reduction in unit prices and the total amount of the contract adjusted accordingly. If the unit prices have increased, the unit prices will not be increased, and contract prices shall prevail. This reassessment will occur during option period two and three. If the unit prices for the fixed priced, not to exceed portion of this contract decrease, the award fee will be reflective of the contractor's efforts to realize savings to the Government.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

All work to be performed in accordance with the Statement of Work – Attachment (1), and the Statement of Work specified in individual task orders issued against the ensuing contract, and in accordance with all other terms and conditions set forth herein.

C2. PERSONNEL QUALIFICATIONS. If the Government questions the qualifications of any person performing under this contract, the burden of proof to sustain that person's qualifications shall be upon the Offeror.

ALL COLLEGE DEGREES MUST BE FROM AN ACCREDITED COLLEGE OR UNIVERSITY.

Personnel Qualifications are supplied in Attachment (4) of the RFP

C3. PLACE OF PERFORMANCE

Offerors will be required to provide off-base office spaces at the following sites where the majority of the work is estimated to be performed: NAVAIR and NAWCAD Patuxent River, MD; and NATEC, San Diego, CA. Contractor office spaces shall be operational within 45 days after contract award. The contractor's local offices shall be located within fifteen miles of the perimeter of these Government facilities.

Services may include providing support at the following locations: Naval Air Warfare Center Aircraft Division (NAWCAD), Patuxent River, MD; Naval Air Warfare Center Aircraft Division (NAWCAD), Lakehurst, NJ; Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, CA; Naval Air Warfare Center Weapons Division (NAWCWD), Point Mugu, CA; Naval Air Warfare Center Training Support Division (NAWCTSD), Orlando, FL; Naval Aviation Depot (NADEP) Cherry Point, NC; NADEP Jacksonville, FL; NADEP North Island, San Diego, CA; U.S. Army Aviation & Missile Command (AMCOM) Redstone Arsenal, Huntsville, AL; Warner Robins AFB, Robins, GA; Norfolk Naval Shipyard, Norfolk, VA; Hill AFB, Ogden, UT; Tinker AFB, Oklahoma City, OK; Supervisor of Shipbuilding (SUPSHIP) Bath, Bath, ME; SUPSHIP Ingalls, Pascagoula, MS; Ships Repair Facility (SRF) Yokosuka, Yokosuka, Japan; U.S. Army Tank & Automotive Command (TACOM), Warren, MI; Naval Surface Warfare Center (NSWC) Port Hueneme, Port Hueneme, CA; Marine Corp Logistics Base (MCLB), Albany, GA; Defense Supply Center (DSC) Columbus, Columbus, OH; DSC-Richmond, Richmond, VA; and the U.S. Army Communications & Electronics Command (CECOM), Fort Monmouth, NJ or any additional sites or locations as may be required in support of work efforts described in the Statement of Work.

C4. PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information when applicable:

- (1) Identification Elements
 - (i) Contract, Invoice and Control Numbers
 - (ii) Contractor's Name and Address
 - (iii) Date of Report
 - (iv) Reporting (invoicing) Period
- (2) Task/Delivery Order Description Elements. For each delivery order invoice, the report shall include:
 - (i) Task/Delivery order number
 - (ii) Number of hours and labor categories as awarded in delivery order.

- (iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.
- (iv) Labor hours, by labor category anticipated to be required for completion of task/delivery order.
- (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.
- (vi) List of materials and other direct cost items expended in performance of the task/delivery order during the reporting period.

The same information as specified in (i) through (vi). above is required for any subcontractor performance on the delivery order.

- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
- (c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.
- (d) Distribution of the report shall, as a minimum, be one (1) copy to the Procuring Contracting Officer, and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.
- (e) COR will insure this report and copies of the invoice are retained.

C5. REPORTING REQUIREMENTS

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative (COR), Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide, on a per-task-order basis, the number of hours expended, the total cost incurred to date, data status and delivery status.

C6. EFFECTIVE DATES FOR SPECIFICATIONS AND STANDARDS

Unless otherwise specified, the revision level and date for each specification and standard cited within this solicitation/contract (including any specifications or standards cited in any drawing, handbook or referenced specification or standard contained within this solicitation) shall be that listed in the Department of Defense (DOD) Index of Specifications and Standards (DODISS) dated 1 July 1996 with supplement dated 1 January 1997.

C7. MIL-STD-973 CONFIGURATION CONTROL (SHORT FORM)

- (a) Class I and Class II Engineering Change Proposals (ECPs) and all minor, major and critical Requests for Deviation/Waiver affecting an item procured under this contract shall be in accordance with MIL-STD-973 paragraphs 5.4.8 through 5.4.8.4.5.
- (b) Preparation for submittal shall be in accordance with Appendix D (ECPs) and Appendix E (Request for Deviation/Waiver). The contractor shall submit one (1) copy of each ECP or Request for Deviation/Waiver to the cognizant Defense Contract Management Area Operations (DCMAO) office for distribution. A second copy of the ECP or Request for Deviation/Waiver, along with DD Form 1998 signed by the cognizant DCMAO Representative (for verification purposes), shall be forwarded to:

to be determined on each individual order

- (c) It is requested that the contractor forward the information to the *(to be determined on each individual order)*, either by FAX # *(to be determined on each individual order)*, or overnight mail. Failure to follow these instructions may delay the review and response process.
- (d) For status inquiries phone the *(to be determined on each individual order)*.

C8. CONFIGURATION CONTROL SHORT FORM PROCEDURES FOR ENGINEERING CHANGES, DEVIATIONS AND WAIVERS - MIL-STD-973

Any Engineering Change Proposal (ECP) or any Request for a Deviation/Waiver affecting an item being acquired under this contract shall be in accordance with Section 5.4.8 of MIL-STD-973. Quantities and distribution shall be as stated on DD Form 1423 (Contract Data Requirements List) or the ECP distribution list attached thereto.

C9. CONTRACT DATA REQUIREMENTS LIST

Item 0005 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 08 October 1999, Exhibit "A" of this contract.

C10. CONTRACT DATA REQUIREMENTS LIST (OPTION)

Items 0014, 0023, and 0032, if the option is exercised, shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 09 February 2000, Exhibit "A" of this contract.

C11. EFFECTIVE DATES FOR SPECIFICATIONS AND STANDARDS

Unless otherwise specified, the revision level and date for each specification and standard cited within this solicitation/contract (including any specifications or standards cited in any drawing, handbook or referenced specification or standard contained within this solicitation) shall be that listed in the Department of Defense (DOD) Index of Specifications and Standards (DODISS) dated 1 July 1996 with supplement dated 1 January 1997.

C12. DATA/SOFTWARE AND OZONE DEPLETING SUBSTANCES

Regardless of whether the use of Ozone-Depleting Substances (ODS) has been approved for this contract, ODS/Ozone-Depleting Chemical (ODC) specifications or requirements shall not be incorporated into data or software delivered hereunder, including the initial preparation of or any changes, updates or modifications made to Technical Data Packages (TDPs), Depot Maintenance Work Requirements (DMWRs), drawings or manuals, unless specifically authorized in the task order or approved in writing by the Contracting Officer in advance of performance.

SECTION D - PACKAGING AND MARKING

D1. 5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)

- (a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DOD 5220.22-M.
- (b) The contractor shall promptly display on the cover of each report the following information:
 - (1) Name and business address of contractor.
 - (2) Contract Number/Delivery/Task order number.
 - (3) Contract/Delivery/Task order dollar amount.
 - (4) Whether the contract was competitively or non-competitively awarded;
 - (5) Name, code and activity of sponsoring individual.

SECTION E - INSPECTION AND ACCEPTANCE

E1. The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-5	INSPECTION OF SERVICES - COST REIMBURSEMENT	(APR 984)
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(DEC 1991)

E2. 5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (MAR 1999)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the Contracting Officers Representative (COR).

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

E3. 5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled (*not applicable*). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

SECTION F - DELIVERIES OR PERFORMANCE

F1. The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.242-15	STOP WORK ORDER	(AUG 1989)
52.242-15 I	STOP-WORK ORDER - ALTERNATE I	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(Nov 1995)
52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	(FEB 1999)

F2. 5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on 12 January 2001 and shall continue 36 months thereafter. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

F3. 5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999)

As referred to in paragraph (b) of FAR Clause 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity for the base period only will be established as follows:

- (1) Any contract awarded will have a minimum guarantee of \$400,000.00.
- (2) The minimum quantity will be 0% of the contract dollar amount for each option year
- (3) The maximum quantity is the total "estimated" quantity for all items combined as set forth in the schedule.

F4. 5252.247-9505 TECHNICAL DATA AND INFORMATION (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Attention: D. Cooley, Code 230000E, Naval Air Warfare Center, Weapons Division, 575 "I" Avenue, Suite 1, Building 65, Point Mugu, CA 93042-5049

(2) ACO, DCM Baltimore, 217 East Redwood Street, Suite 1800, Baltimore, MD 21202-5299

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

Naval Air Warfare Center Weapons Division, Code 230000E, Attention: D. Cooley, 575 "I" Avenue, Suite 1, Point Mugu, CA 93042-5049

DCM Baltimore, 217 East Redwood Street, Suite 1800, Baltimore, MD 21202-5299

SECTION G - CONTRACT ADMINISTRATION DATA

G1. 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 3 copies, to the contract auditor, at the following address Columbia Branch Office, One Mall North, Suite 200, 10025 Governor Warfield Parkway, Columbia, MD 21044-3329 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer's Representative (COR). Following verification, the contract auditor at DCAA Columbia Branch Office, will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN).
- (2) Subline item number (SLIN).
- (3) Accounting Classification Reference Number (ACRN).
- (4) Payment terms.
- (5) Procuring activity.
- (6) Date supplies provided or services performed.
- (7) Costs incurred and allowable under the contract.
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

() is required with each invoice submittal.

(X) is required only with the final invoice.*

() is not required.

(f) A Certificate of Performance

() shall be provided with each invoice submittal.

(X) is not required.*

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G2. 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (NAPS)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

a separate invoice for each activity designated to receive the supplies or services.

a consolidated invoice covering all shipments delivered under an individual order.

either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G3. 5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999)

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to the Procuring Contracting Officer (PCO).

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows: Pursuant to the instrument of assignment, dated _____, make payment of this invoice to (name and address of assignee).

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress

Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

G4. 5252.232-9504 INSTRUCTIONS TO PAYING OFFICE (MAY 1998)

- (a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.
- (b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation or when multiple ACRNs are used, disbursements will be prorated in proportion to the unliquidated balance within a CLIN or SLIN, if assigned.
- (c) Progress Payments will be prorated based upon the unliquidated balance of all ACRN(s) assigned.

G5. 5252.232-9521 PAYMENT INQUIRIES (AUG 1998)

Inquiries regarding payment should be referred to: DFAS-Columbus Center, DFAS-CO/South Entitlement Ops, P. O. Box 182264, Columbus, OH 43218-2264

G6. 5252.242-9511 CONTRACT ADMINISTRATION DATA (MAY 1998)

- (a) Contract Administration Office.

- (1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: DCM Baltimore, 217 East Redwood Street, Suite 1800, Baltimore, MD 21202
- (2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: *None*
- (3) The Accounting Classification Reference Numbers (ACRN) assigned by the Procuring Contracting Officer shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by the Procuring Contracting Officer, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).
- (4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.
- (b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:
The PCO QAR will be appointed on individual orders

(c) Paying Office. The disbursing office which will make payments is designated as follows: DFAS-Columbus Center, DFAS-CO/South Entitlement Ops, P. O. Box 182264, Columbus, OH 43218-2264

(d) Remittance Address. The address to which payments should be mailed by the Government is: *TEAMQUALTEC, 21535 Pacific Drive, Suite B-1, Lexington Park, MD 20653*

G7. 5252.242-9513 ACCOUNTING AND APPROPRIATION DATA (FEB 1995)

The applicable accounting and appropriation data is as follows: SEE FACE PAGE OF CONTRACT

[IAW DFARS 204-7107, identify different accounting and
appropriation data by ACRNs]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H1. DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer has designated Kathy Mercer, as the authorized Contracting Officer's Representative (COR) for this contract.

The alternate COR for this contract is: None assigned

The duties of the COR are as follows:

The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or task order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a task order, until the ordering officer has issued a modification to the task order); or until the issue has been otherwise resolved.

In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

H2. 5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: David W. Cooley, Code 230000E, 575 "I" Street, Suite 1, Building 65, Point Mugu, CA 93042-5049 805.989.8956

H3 ORGANIZATIONAL CONFLICTS OF INTEREST

The resulting contract contains no anticipated conflicts of interest.

H4. 5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998)

- (a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DOD 5010.12-L, and DIDs Listed Therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DOD Specification and Standards

Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number.
 - (2) Complete mailing address.
 - (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DOD 5010.12-L).
 - (4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.
- (b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a cost of \$150.00.
- (c) Subscriptions. A subscription service is available to private industry for a cost of \$25.00 per year. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.
- (d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

H5. 5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)

- (a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- (b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination which applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

H6. 5252.215-9502 AWARD FEE EVALUATION PROCEDURES (MAR 1999)

In accordance with Federal Acquisition Regulation Subpart 16.405-2, the amount of the award fee to be paid is determined by the Government's judgmental evaluation of the contractor's performance as stated by the evaluation in the contract. Any award fee provided to the contractor is at the sole discretion of the Fee Determining Official and shall be final. The award fee determination is not subject to the "Disputes" clause of this contract.

Any information submitted by the contractor for the Government's consideration in the award fee determinations is considered optional and is not to be directly charged to this contract.

The Award Fee Evaluation Plan is provided as Attachment (2).

H7. 5252.216-9534 TASK ORDERS PROCEDURES (SEP 1990)

- (a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):

Naval Air Warfare Center Weapons Division, 575 "I" Avenue, Suite 1, Point Mugu, CA 93042-5049

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Termination for Convenience or Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance..
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$2,500.00, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and
- (iv) any other pertinent information deemed necessary.

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at the time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 10 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 10 working days from the time of the oral communication amending the order.)

H8. 5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (OCT 1994)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data) which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

H9. 5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (MAR 1999)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in the Department of Defense Joint Travel Regulations, Volume II, for civilian personnel.

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. For purposes of this clause, the following addresses represent the location of the contractor's office at each of the following sites.

Naval Air Systems Command (NAVAIR), Patuxent River, Maryland:
Naval Air Warfare Center Aircraft Division (NAWCAD), Patuxent River, Maryland:
Naval Air Warfare Center Aircraft Division (NAWCAD), Lakehurst, New Jersey *:
Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, California *:
Naval Air Warfare Center Weapons Division (NAWCWD), Point Mugu, California *:
Naval Air Warfare Center Training Support Division (NAWCTSD), Orlando, Florida *:
Naval Aviation Depot (NADEP) Cherry Point, North Carolina *:
Naval Aviation Depot (NADEP) Jacksonville, Florida *:
Naval Aviation Depot (NADEP) North Island, San Diego, California *:
Naval Air Technical Data and Engineering Services Command (NATEC), San Diego, California
U.S. Army Aviation & Missile Command (AMCOM) Redstone Arsenal, Huntsville, Alabama *:
Warner Robins Air Force Base, Robins, Georgia *:
Norfolk Naval Shipyard, Norfolk, Virginia *:
Hill Air Force Base, Ogden, Utah *:
Tinker Air Force Base, Oklahoma City, Oklahoma *:
Supervisor of Shipbuilding, Bath, Bath, Maine *:
Supervisor of Shipbuilding, Ingalls, Pascagoula, Mississippi *:
Ships Repair Facility, Yokosuka, Yokosuka, Japan *:
U.S. Army Tank and Automotive Command (TACOM), Warren, Michigan *:
Naval Surface Warfare Center (NSWC) Port Huememe, Port Hueneme, California *:
Marine Corp. Logistics Base, (MCLB), Albany, Georgia *:
Defense Supply Center-Columbus, Columbus, Ohio *:
Defense Supply Center-Richmond, Richmond, Virginia *:
U.S. Army Communications & Electronics Command (CECOM), Fort Monmouth, New Jersey *:

*Contractor is **NOT** required to have a off-base facility at these sites at time of contract award nor are any other sites or locations required to support the initial work efforts described in the Statement of Work (SOW). The contractor may be required to open offices at other sites if the workload requires it and it is advantageous to the Government. If the contractor does not have or is not proposing an office at these locations, mark as "N/A".

No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the Department of Defense Joint Travel Regulation, Volume II. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the Department of Defense Joint Travel Regulations, Volume II. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reduction expenses, or technical illustrative or design requirements needing special processing.

H10. NON-REFUNDABLE AIRLINE TICKETS

To the maximum extent possible, the contractor is encouraged to take advantage of savings available with the purchase of non-refundable airline tickets. The contractor is encouraged to review travel requirements against the following criteria to determine whether non-refundable tickets are economically advantageous for the particular travel situation:

1. The certainty that the proposed trip will take place as planned and not be cancelled or rescheduled;
2. How often the ticketed passenger/employee travels (i.e. if this trip is canceled, can the non-refundable ticket be shortly reapplied to another trip ticket);
3. The price differential between the non-refundable and refundable ticket as compared to the chances for its successful usage; including any company provided per diem for Saturday night stayovers, consistent with airline ticket pricing procedures;
4. The disclosed policy of specific company regarding travel reimbursement.

Should the traveler's company experience a minimum number of situations (and a minimum proportion of the total trips) where the non-refundable ticket will not be usable, and the above criteria were followed in a prudent manner in purchasing the ticket, the Government will reimburse the company for the expense.

This policy will only be in effect as long as a monetary benefit can be shown to the Government in the prudent use of non-refundable airline tickets. It is anticipated that due to the large volume of travel on this national contract there will be an overriding benefit to the Government to pay for an occasional unusable non-refundable tickets in realizing substantial airline cost savings across the majority of trips that do proceed as planned.

H11. LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled "Insurance - Work on a Government Installation (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

- (1) Workers' Compensation and employers' liability: minimum of \$100,000.00
- (2) Comprehensive general liability: \$500,000.00 per occurrence
- (3) Automobile liability: \$200,000.00 per person
\$500,000.00 per occurrence for bodily injury
\$20,000.00 per occurrence for property

H12. 5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (APR 1985)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

- (a) the amount available for payment and allotted to this incrementally funded contract is *(to be determined on each individual order)*;
- (b) the items covered by such amount are *(to be determined on each individual order)*; and
- (c) the period of performance for which it is estimated the allotted amount will cover is *(to be determined on each individual order)*.

H13. 5252.237-9501 ADDITION OR SUBSTITUTION OF PERSONNEL (SERVICES) (MAR 1999)

- (a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.
- (c) The contractor agrees that during the term of the base period of the contract (36 months) no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to, an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or award fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.
- (h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

H14. 5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (APR 1998) - ALTERNATE I (APR 1998)

- (a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): *To be determined on each individual order*

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101): *(to be determined in each individual order)*

(3) Special Test Equipment (as defined in FAR 45.101): *(to be determined in each individual order)*

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301): *(to be determined in each individual order)*

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): *(to be determined in each individual order)*

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301): *(to be determined in each individual order)*

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DOD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DOD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301): *(to be determined in each individual order)*

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations: *(to be determined in each individual order)*

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement to be determined on each individual order.
Under which to be determined on each individual order.

		Bailment Agreement Under which Accountable
(2) Description	Serial Number	

(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

- (j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.
- (k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.
- (l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.
- (m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.
- (n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

H15. 5252.246-9503 YEAR 2000 COMPLIANCE (MAR 1999)

- (a) The contractor shall ensure that all information technology, which will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant.
- (b) "Year 2000 compliant" means, with respect to information technology, that the information technology accurately processes date/time data (including but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, used in combination with the information technology being acquired, properly exchanges date/time data with it.
- (c) Failures resulting from Government Furnished equipment that is not Year 2000 compliant are not covered under this clause.

H16. WEB-BASED ADMINISTRATIVE SOFTWARE APPLICATION

The Government may implement an administrative software application to be used in a web-based environment to process data (i.e. task orders, modifications, resume approval, et cetera) for the resulting contract. If the Government implements the web-based application, the Government will provide the instructions for the use of this system .

At a minimum, the contractor is required to have the following technical capabilities and infrastructure to utilize the software application using web-based technology:

- All necessary hardware to adequately host the support application and other required Commercial Off-the-Shelf (COTS) software in an operational environment
- Any COTS software required to interface with the Government-software application (operating system, database application, application program interface (API), et cetera), including any necessary, identified security COTS software
- Internet access either via modem or direct connection
- Web Browser version 4.0 or above with ability to support Secure Sockets Layer (SSL) (128 bit encryption).

The contractor is required to have this capability at no direct cost to the Government. Training for the web-based software application will be provided to the contract awardee if the application is established, at a time and place to be determined after contract award.

SECTION I - CONTRACT CLAUSES

11. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (FAR) : <http://www.arnet.gov/far>

Defense Federal Acquisition Regulation Supplement (DRARS): <http://www.acq.osd.mil/dp/dars/dfars/dfars.html>

12. The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	(DEC 1991)
52.202-1	DEFINITIONS	(OCT 1995)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(Jul 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 1997)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER	(DEC 1991)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	(JUN 1996)
252.204-7000	DISCLOSURE OF INFORMATION	(DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 1998)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY	(Nov 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS - NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	(DEC 1998)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT
BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)

52.216-7 ALLOWABLE COST AND PAYMENT (APR 1998)

52.216-8 FIXED FEE (MAR 1997)

52.216-18 ORDERING (OCT 1995)
para.(a) fill-ins: ...from date of award through 36 months thereafter.

52.216-19 ORDER LIMITATIONS (OCT 1995)
para.(a) fill-in: ...less than \$2,500.00 , the ...para.(b)(1) fill-in: ...in excess of
\$300,000,000.00;para.(b)(2) fill-in: ...in excess of \$300,000,000.00; orpara.(b)(3) fill-in:
...within 5 days.. para.(d) fill-in: ...within 5 days..

52.216-22 INDEFINITE QUANTITY (OCT 1995)
para.(d) fill-in: ...after 120 days.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
Para fill-in: fourteen (14) days

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)
para.(a) fill-in: ...within no less than 10 days of the base period expiration date or option
period expiration date provided...
para.(c) fill-in: ...shall not exceed 10 (ten) years.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL
BUSINESS CONCERNS (JAN 1999)

52.219-14 LIMITATION ON SUBCONTRACTING (DEC 1996)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
para.(a) fill-in: ...does not exceed \$0.00 or the ...

52.222-3 CONVICT LABOR (AUG 1996)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF
THE VIETNAM ERA (JAN 1999)

52.223-5 POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (APR
1998)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS
MATERIALS (APR 1993)

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1999)

52.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED
STATES (MAR 1998)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE
CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED
ECONOMIC ENTERPRISES (MAY 1999)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (AUG 1996)

252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-
FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN
1995)

252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (OCT 1988)

252.227-7036 DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV
1995)

52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

52.232-17 INTEREST (JUN 1996)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-22 LIMITATION OF FUNDS (APR 1984)

52.232-23 I ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

52.232-25 PROMPT PAYMENT (JUN 1997)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)

52.233-1 I DISPUTES (DEC 1998) - ALTERNATE I (DEC 1991)

52.233-3 I PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND
VEGETATION (APR 1984)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (OCT 1995)

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

52.242-13 BANKRUPTCY (JUL 1995)

252.242-7000 POST AWARD CONFERENCE (DEC 1991)

252.242-7005 COST/SCHEDULE STATUS REPORT (MAR 1998)

52.243-1 CHANGES - FIXED PRICE (AUG 1987)

52.243-2 I CHANGES - COST REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR
1984)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

52.244-2 I SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL
COMPONENTS (OCT 1998)

52.245-4 GOVERNMENT FURNISHED PROPERTY (SHORT FORM) (APR 1984)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE
GENERAL SERVICE ADMINISTRATION FOR AUDIT (JUN 1997)

252.248-7000 PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY
1994)

52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEP 1996)
52.249-6	TERMINATION (COST REIMBURSEMENT) (SEP 1996)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) para (a) fill-in: ...of any . (48 cfr chapter) clause ...
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

13. 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

- (a) *Definitions.* As used in this clause-
- (1) "Central Contractor Registration (CCR) database" means the primary DOD repository for contractor information required for the conduct of business with DOD.
 - (2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
 - (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
 - (4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

14. 252.219-7009 SECTION 8(a) DIRECT AWARD (JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Washington District office
1110 Vermont Avenue, N.W. 9th Floor
Washington, DC 20043-4500
SBA Requirement No: 0353-00-000720

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

**15. 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS
(JAN 1997)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) SIC code 8711 is specifically included in the Offeror's approved business plan;
- (2) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (3) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The TEAMQUALTEC joint venture [insert name of SBA's contractor] will notify the Naval Air Warfare Center Weapons Division, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

16 252.219-7010A ALTERNATE A (JUN 1998)

As prescribed in 219.811-3(2), substitute the following paragraph (c) for paragraph(c) of the clause at FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

17. 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989)

(a) Government-furnished property.

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government --

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

18. 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1996) - (DEV)

(a) *Government-furnished property.*

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of -

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any -

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon -

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property or use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss.* (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage) -

- (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;
- (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
- (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
- (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
- (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or non-acceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage -

- (A) Did not result from the Contractor's failure to maintain an approved program or system; or
- (B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of -

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

19. 52.245-9 USE AND CHARGES (APR 1984) (DEVIATION)

(a) *Definitions.* As used in this clause --

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *General.*

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (c) of this clause.

(2) The Contractor shall not use Government property for commercial purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) *Rental charge.*

(1) *Real property and associated fixtures.*

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative Contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other Government property. The Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour--

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per month}) (\text{Acquisition Cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical..

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the sixty-first day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate: (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both..

(f) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

SECTION J - LIST OF ATTACHMENTS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGES</u>
A	DD Form 1423, "Contract Data Requirements List", dated 09 Feb 2000 and associated DD 1664, "Data Item Descriptions"	
 <u>ATTACHMENT</u>		
1.	Statement of Work and Attachments A-D	92
2	Award Fee Evaluation Plan	11
3	Depot Maintenance Instructions with Illustrated Parts Breakdown Technical Manual	58
4	Labor Categories & Qualifications	27
5	DD Form 254; Contract Security Classification Specification	23

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (C704-0188), Washington, DC 20503. Please **DO NOT RETURN** your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: MISC/MGMT			
D. SYSTEM/ITEM Technical Data, Repositories, and DCCs		E. CONTRACT/PR NO. N68936-00-R-0008		F. CONTRACTOR			
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Technical Report - Study/Services		3. SUBTITLE			
4. AUTHORITY (Data Acquisition No.) DI-MISC-80508 (See Block 16)		5. CONTRACT REFERENCE SOW Sections 2.0, 3.0, & 4.0		6. REQUIRING OFFICE NAVAIR Code 3.0			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY See Block 16	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION			
8. APP CODE N/A	See Block 16	11. AS OF DATE See Block 16	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES		
				DRAFT	Final		
					Req	Repro	
16. REMARKS Block 4: Contractor format is authorized provided the DID is used as a guideline. Block 9: Distribution Statement shall be defined in individual Task Order. Blocks 10, 11, 12, and 13: Submissions shall be defined in individual Task Order. Block 14: Distribution shall be defined in individual Task Order.				See Block 16			
				NAWC 220000E		LTR	ONLY
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Contractor's Progress, Status, and Management Report		3. SUBTITLE			
4. AUTHORITY (Data Acquisition No.) DI-MGMT-80227 (See Block 16)		5. CONTRACT REFERENCE SOW Sections 2.0, 3.0, & 4.0		6. REQUIRING OFFICE NAVAIR Code 3.0			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 35DARO	14. DISTRIBUTION			
8. APP CODE N/A	N/A	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION EOM + 5 DAYS	a. ADDRESSEE	b. COPIES		
				DRAFT	Final		
					Req	Repro	
16. REMARKS Block 4: Contractor format is authorized. Block 14: Distribution shall be defined in individual Task Order.				See Block 16			
				NAWC 220000E		LTR	ONLY
G. PREPARED BY Naval Air Warfare Center, Weapons Division, Point Mugu, CA 93042-5001		H. DATE 2/9/00		I. APPROVED BY Kathryn A. Teasdale, DRRB		J. DATE 2/9/00	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (2 Data Items)					Form Approved OMB No 0704-0188				
Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (C704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: CMAN/MGMT					
D. SYSTEM/ITEM Technical Data, Repositories, and DCCs			E. CONTRACT/PR NO. N68936-00-R-0008		F. CONTRACTOR				
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Configuration Audit Plan			3. SUBTITLE				
4. AUTHORITY (Data Acquisition No.) DI-CMAN-80556A (See Block 16)			5. CONTRACT REFERENCE SOW Sections 2.0, 3.0, & 4.0		6. REQUIRING OFFICE NAVAIR Code 3.0				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16			
8. APP CODE N/A		11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		14. DISTRIBUTION			
						a. ADDRESSEE			
						b. COPIES			
						DRAFT			
						Final			
						Req			
						Repro			
16. REMARKS Block 4: Contractor format is authorized provided the DID is used as a guideline. Block 9: Distribution Statement shall be defined in individual Task Order. Blocks 10, 11, 12, and 13: Submissions shall be defined in individual Task Order. Block 14: Distribution shall be defined in individual Task Order.				See Block 16					
				NAWC 220000E		LTR		ONLY	
				15. TOTAL →					
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Management Plan			3. SUBTITLE				
4. AUTHORITY (Data Acquisition No.) DI-MGMT-80004 (See Block 16)			5. CONTRACT REFERENCE SOW Sections 2.0, 3.0, & 4.0		6. REQUIRING OFFICE NAVAIR Code 3.0				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY See Block 16		12. DATE OF FIRST SUBMISSION See Block 16			
8. APP CODE N/A		11. AS OF DATE See Block 16		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		14. DISTRIBUTION			
						a. ADDRESSEE			
						b. COPIES			
						DRAFT			
						Final			
						Req			
						Repro			
16. REMARKS Block 4: Contractor format is authorized provided the DID is used as a guideline. Block 9: Distribution Statement shall be defined in individual Task Order. Blocks 10, 11, 12, and 13: Submissions shall be defined in individual Task Order. Block 14: Distribution shall be defined in individual Task Order.				See Block 16					
				NAWC 220000E		LTR		ONLY	
				15. TOTAL →		0 2 0			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, Point Mugu, CA 93042-5001			H. DATE 2/9/00		I. APPROVED BY Kathryn A. Teasdale, DRRB		J. DATE 2/9/00		

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188 Exp. Date: Jun 30, 1986	
1. TITLE MANAGEMENT PLAN		2. IDENTIFICATION NUMBER DI-MGMT-80004		
3. DESCRIPTION/PURPOSE 3.1 The management plan describes the contractor's organization, assignment of functions, duties, and responsibilities, management procedures and policies, and reporting requirements for the conduct of contractually-imposed tasks, projects, or programs.				
4. APPROVAL DATE (YYMMDD) 850503	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/NSR-R	6a. DTIC REQUIRED	6b. GIDEP REQUIRED	
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This data item may be applied in any contract or program phase where the contract management is under the direction and control of the contractor. 7.3 This data item supersedes DI-A-5239B.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER G3545	
10. PREPARATION INSTRUCTIONS 10.1 <u>Contract</u> . This data item is generated by the contract which contains a specific and discrete work task to develop this data product. 10.2 <u>Format</u> . The plan shall be in a format that the contractor devises and conforms to the following: a. <u>Identification</u> . The plan shall be identified with the preparing office or contractor's title, the identifying numbers or designation of the Contract/Procurement Request, the identity and/or nomenclature of the system/component/program/project, the security classification and the Government activity issuing the controlling contract. b. <u>Descriptive material</u> . As may be needed to clarify or explain matters in the text, the plan may include descriptive material, sketches, drawings, photographs, tables, forms, graphs, worksheets, charts, etc. c. <u>Page size</u> . The plan may be typewritten or printed on standard size paper, e.g., 8-1/2 x 11 inches or metric A4. The pages shall be sequentially numbered and security bound together. As necessary, graphic material may be one-way foldouts. All attachments shall be identified and referenced in the text. Each section and paragraph shall be numbered. d. <u>Table of contents and index</u> . Plans of more than 30 pages in length shall contain a Table of Contents. Plans more than 120 pages in length shall also include an Index. e. <u>Legibility</u> . The document shall be legible and reproducible.				

10. PREPARATION INSTRUCTIONS (Cont'd)

10.3.1 General. The Management Plan shall consist of the organizational structure, the assignment of functions, duties, and responsibilities, the procedures and policies and the reporting requirements that are established for the initiation, monitoring, control, completion, test and verification, and reporting of contractual tasks, projects, and programs.

10.3.2 Specific contents. The management plan shall cover the organizational structure, program management methodology, personnel, security, and reports as described herein. Other subjects to be included are as follows:

- a. design control
- b. reliability
- c. configuration control
- d. standardization
- e. quality assurance
- f. provisioning
- g. control of Government property
- h. delivery procedures
- i. tests
- j. certifications
- k. packaging
- l. shipping
- m. other

10.3.3 Organizational structure. The plan shall present an organizational chart and supporting narrative portraying the contractor's business (corporate) structure. It shall describe the functional relationships and responsibilities among the organizational elements that will participate in the accomplishment of the contractual commitments.

10.3.4 Program management. The plan shall present an organizational chart and supporting narrative describing the management office the contractor establishes to manage the contractual commitments. The plan shall define the direct lines of control, responsibilities, functional relationships, and authority between the management office and the contractor's other organizational elements. The plan shall also describe all interfaces between the contractor and the Government and between the contractor and other contractors which are necessary and pertinent to the accomplishment of contractual tasks, projects, and programs.

10. PREPARATION INSTRUCTIONS (Cont'd)

10.3.5 Methodology.

a. The plan include a narrative description of the technical approach or methods the contractor will employ to accomplish contractual tasks, projects, and programs, including, as applicable, development, tests, manufacture, construction, formulation, installation, logistics support, training, maintenance documentation, and configuration controls.

b. The plan shall include a milestone chart graphically depicting the schedule of events associated with accomplishing each contractual commitment.

10.3.6 Personnel.

a. The plan shall list the personnel staffing of the contractor's management office that directs the contractual tasks, projects, and programs and assist in completing the contract. The listing shall include the education, training, skills, experience, and security clearance that personnel require to fill each such position and shall state the identity, background, and work experience of the personnel assigned to fill these positions.

b. The plan shall also describe the staffing required for proper accomplishment of each contractual task by skill type, skill level, number of personnel, and security clearance. When submitted as part of a proposal, the plan shall state how many such personnel are currently available and how many new hires are required to staff fully to accomplish each task as scheduled.

10.3.7 Security.

a. Provide a Standard Practice Procedure (SPP) which fully describes the security program, safeguards emergency procedures to be established to the protection of Government-furnished and contractor-developed classified materials prepared in conjunction with the project. The SPP shall be prepared in accordance with guidelines contained in the Industrial Security Manual, Purchase Description, and such additional requirements as may be stipulated by the cognizant security compliance organization. The SPP shall require approval by the Government.

b. Develop a comprehensive security accreditation plan to demonstrate how the computer security requirements stipulated in the PD, as applicable, have been accounted for in the system design, and how satisfaction of each requirement will be explicitly demonstrated in the test program. This plan shall also identify any specific support equipment or software to be provided for demonstration of design compliance and/or system compliance with the planned security requirements. The plan shall require approval by the Government prior to implementation.

10.3.8 Reports. The plan shall describe the management methods the contractor will employ to ensure meeting all preparations, format, and submittal requirements established by the CDRL (DD Form 1423) for data to be delivered to the Government.

DATA ITEM DESCRIPTION				Form Approved OASD No. 0704-0188 Exp. Date: Jun 30, 1986	
1. TITLE SITE PREPARATION REQUIREMENTS AND INSTALLATION PLAN			2. IDENTIFICATION NUMBER DI-MGMT-80033		
3. DESCRIPTION/PURPOSE 3.1 The Site Preparation Requirements and Installation Plan defines requirements and responsibilities for the coordinated, integrated Government and contractor site preparation and installation efforts of the deliverable end product(s).					
4. APPROVAL DATE (YYMMDD) 850617	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) G/T21		6a. DTIC REQUIRED	6b. GDSR REQUIRED	
7. APPLICATION/INTERRELATIONSHIP 7.1 This data item description contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This data item may be applied in any program phase and contract which contains Site Preparation Requirements. 7.3 This data item supersedes DI-L-5083A and U-L-5083B.					
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER G3626	
10. PREPARATION INSTRUCTIONS 10.1 <u>Contract</u> . This data item is generated by the contract which contains a specific and discrete work task to develop this data product. 10.2 <u>General</u> . The following general instructions shall apply to the Site Preparation Requirements and Installation Plan: a. <u>Text</u> - Typewritten or by such other office composition machine(s) as may be available, provided no additional cost is incurred by the Government for such method of preparation and the delivered plan can be reproduced by standard office copying equipment. b. <u>Diagrams/Drawings</u> - Be in accordance with the contractor's standard engineering drawing practices. c. <u>Illustration/Graphs</u> - Illustrative material, e.g., charts, graphs, photographs, sketches, etc., shall be in accordance with the contractor's normal methods for such data. d. <u>Legibility</u> - The complete plan, including appendices, attachments, illustrations, graphics, etc., shall be clear, legible and reproducible. 10.3 <u>Format</u> . Contractor format.					

10. PREPARATION INSTRUCTIONS (Cont'd)

10.4 Content. Contents of the plan shall include the following as applicable:

a. A detailed description, by major subheadings, of all installation work to be done by the contractor at the site, to include scheduling and dependency of the various tasks.

b. A site layout plan including detailed layouts (placement) of all equipment, racks, cabinets and consoles.

c. General equipment specifications to include:

1. Physical specifications - height, length, width, and weight (floor loading) of each equipment rack, cabinet and console.

2. Equipment rack, cabinet and console templates.

3. Manufacturer's specific machine configuration and space requirements.

4. Maintenance access requirements for each equipment, rack cabinet and console.

5. Special operational line-of-sight requirements between various equipments.

d. A lighting plan to include general and special lighting requirements.

e. A site and/or facility construction section detailing all required structural modifications or additions plans.

f. An electrical power utilization section to include requirements plans for:

1. Input voltages, frequency, and tolerances

2. Grounding

3. KVA required for each rack, cabinet and console and the type of termination to Government's power supply, cable connections, terminal strip, etc.

4. Phasing number and color code of conductors per cabinet.

5. Location of power and signal entry points and their respective hole sizes.

6. Generator and control cabinet dimensions and specifications, control wiring, and emergency off requirements.

10. PREPARATION INSTRUCTIONS (Cont'd)

g. A section containing the plans for an equipment inter-unit cabling, wave guide and wiring, and lists.

h. A cooling section containing plans which show facility and equipment air conditioning requirements, water requirements, and any special cabling requirements, to include:

1. Operating area environmental conditions:

- (a) Temperature range
- (b) Relative humidity range
- (c) Atmospheric pressure

2. Equipment air conditioning requirements which shall specify:

(a) Type of air conditioning required, i.e., ambient or forced air. If forced air is indicated, required static air pressure shall be specified.

(b) Type of air carrier, i.e., subfloor or overhead duct.

(c) Location for each equipment rack, cabinet and console of the required overhead ducts or subfloor opening and their respective sizes.

(d) Equipment operating and non-operating environmental conditions, e.g., temperature, atmospheric pressure and relative humidity.

3. Operating requirements and capabilities of air conditioning equipment to include:

- (a) Temperature range
- (b) KVA
- (c) BTUs
- (d) C.F.M./each, temperature, relative humidity range

i. Shipping requirements and related information to include:

1. Names of time span of contractor personnel to be used at the installation site to ascertain delivery routes, dock facilities and to perform equipment installation.

2. Special requirements for on-site movement of equipment/systems.

DATA ITEM DESCRIPTION			<i>Form Approved</i> <i>OMB No. 0704-0188</i>	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC				
1. TITLE			2. IDENTIFICATION NUMBER	
Technical Report - Study/Services			DI-MISC-80508	
3. DESCRIPTION/PURPOSE				
3.1 A technical report provides fully documented results of studies or analyses performed.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
880115	G/T2137	X		
7. APPLICATION/INTERRELATIONSHIP				
7.1 This data item description contains the format and content preparation instructions for the data product generate by the specific and discrete task requirement as delineated in the contract.				
7.2 This DID supersedes DI-A-5029.				
7.3 Defense Technical Information Center (DTIC), Cameron Station, Alexandria, VA 22314				
		9a. APPLICABLE FORMS/REFERENCES	9b. AMSC NUMBER	
			G4291	
10. PREPARATION INSTRUCTIONS				

10.1 Format.

(a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.

(b) Text shall be prepared on standard letter size paper (8 1/2 x 11").

(c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.

(d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.

10.2 Content.

(a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.

(b) Table of Contents

(c) Section I - Includes the following:

(1) Introduction

(2) Summary - A brief statement of results obtained from the analytic effort.

(3) Conclusions and their condensed technical substantiations.

(d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
Public reporting burden for collection of this information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to, Washington Headquarters Services, Directorate of Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.				
1. TITLE <div style="text-align: center; font-size: large;">Configuration Audit Plan</div>			2. IDENTIFICATION NUMBER <div style="text-align: center; font-size: large;">DI - CMAN - 80556A</div>	
3. DESCRIPTION/PURPOSE 3.1 The Configuration Audit Plan details the scope of the planned configuration audit, providing identification of items to be audited, the associated contract requirements, and documentation to be available. It prescribes the planned procedures for accomplishing the audit, and includes proposed location, schedule, and team composition information.				
4. APPROVAL DATE (YYMMDD) <div style="text-align: center;">920417</div>	5. OFFICE OF PRIMARY RESPONSIBILITY <div style="text-align: center;">OSD - DO</div>	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from work tasks described in 5.6.1.2 of MIL-STD-973. 7.2 This DID is applicable to system/equipment acquisition contracts containing requirements for configuration audits. <div style="text-align: right; padding-right: 50px;">(Continued on Page 2)</div>				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS <div style="text-align: center;">N/A</div>	9b. AMSC NUMBER <div style="text-align: center;">D6714</div>	
10. PREPARATION INSTRUCTIONS 10.1 <u>Reference documents.</u> The applicable issue of any documents cited herein, including their approved dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract. 10.2 <u>Format and content.</u> The plan shall be in contractor format and shall include the following: 10.2.1 Purpose of the audit. State the purpose and objectives of the audit in terms of the contract requirement for the audit. 10.2.2 Hardware configuration items (HWCIs) to be audited. Identify each HCI by: <ul style="list-style-type: none"> a. Nomenclature b. Specification identification number c. Serial number d. Specification identification number e. Other identification numbers <div style="text-align: right; padding-right: 50px;">(Continued on Page 2)</div>				
11. DISTRIBUTION STATEMENT <div style="text-align: center;">DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.</div>				

7. APPLICATION/INTERRELATIONSHIP (Continued)

7.3 It is not intended that all the requirements contained herein should be applied to all configuration audits. Portions of this DID are subject to deletion/ tailoring, depending on the scope of the particular audit.

7.4 This DID supersedes DI-CMAN-80556.

10. PREPARATION INSTRUCTIONS (Continued)

10.2.3 Computer software configuration items (CSCIs) to be audited. Identify each CSCI by:

- a. Software title.
- b. Code identification number.
- c. Software inventory numbering system.
- d. Drawing and part number.
- e. Specification identification number.
- f. Other identification numbers.

10.2.4 Documentation to be audited. Identify the following, as applicable:

- a. Engineering drawings (include lists).
- b. Applicable specifications.
- c. Engineering change proposals.
- d. Test plans and procedures.
- e. Operating and support manuals.
- f. Configuration documentation release procedures.
- g. Quality assurance documentation and procedures.
- h. Requests for deviations/waivers.
- i. Software descriptions, flow charts, manuals, and lists.

10.2.5 Reference materials. Identify the following supporting documentation as applicable:

- a. System engineering technical data.
- b. Trade study results.
- c. Producibility analysis results.
- d. Risk analysis results.
- e. Reports.
- f. Hardware and software mock-ups.
- g. Deviation and waiver list.
- h. Minutes of related prior reviews.

10.2.6 Scope of audit. Include the following:

- a. Summary of the hardware and software contractual requirements against which the audit will be conducted, as specified in work statements, specifications, and approved plans.
- b. Outline of proposed audit procedures for each item to be audited.

10.2.7 Location(s) and date(s). Identify proposed date(s) and location(s) for the audit(s).

10.2.8 Team composition. Identify:

- a. Contractor representatives and their function in the audit.
- b. Proposed Government participation and functions in the audit.

10.2.9 Administrative requirements. Include:

- a. Description of facilities and support equipment to be available.
- b. Administrative support to be provided.
- c. Security requirements.

DATA ITEM DESCRIPTIONForm Approved
OMB No. 0704-0188

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1. TITLE

Contractor's Progress, Status and Management Report

2. IDENTIFICATION NUMBER

DI-MGMT-80227

3. DESCRIPTION/PURPOSE

3.1 The Contractor's Progress, Status and Management Report indicates the progress of work and the status of the program and of the assigned tasks, reports costs, and informs of existing or potential problem areas.

4. APPROVAL DATE(YYMMDD)
860905**5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)**

N/SPAWAR

6a. DTIC APPLICABLE**6b. GIDEP APPLICABLE****7. APPLICATION/INTERRELATIONSHIP**

7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract.

7.2 This DID may be applied in any contract and during any program phases.

7.3 This DID supersedes DI-A-2090A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024 and DI-A-30606

(cont. pg 2)

8. APPROVAL LIMITATION**9a. APPLICABLE FORMS/REFERENCES****9b. AMSC NUMBER**

N3947

10. PREPARATION INSTRUCTIONS

10.1 Contract - This data item is generated by the contract which contains a specific and discrete work task to develop this data product.

10.2 Format - This report shall be typewritten on standard size (8 1/2" x 11") white paper, and securely stapled. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction.

10.3 Content - The report shall include:

a. A front cover sheet which includes the contractor's name and address, the contract number, the nomenclature of the system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity;

b. Description of the progress made against milestones during the reporting period;

c. Results, positive or negative, obtained related to previously identified problem areas, with conclusions and recommendations;

d. Any significant changes to the contractor's organization or method of operation, to the project management network, or to the milestone chart;

e. Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract;

f. Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract;

g. Cost curves showing actual and projected conditions throughout the contract;

h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date;

i. Person-hours expended for the reporting period and cumulatively for the contract;

j. Any trips and significant results;

k. Record of all significant telephone calls and any commitments made by telephone;

l. Summary of Engineering Change Proposals (ECP) status, including identification of proposed ECPs, approved ECPs and implemented ECPs; (cont. on pg 2)

11. DISTRIBUTION STATEMENT

7. APPLICATION/INTERRELATIONSHIP (Cont'd)

- 7.4 Paragraphs 10.3.f, 10.3.g and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract.
-

10. PREPARATION INSTRUCTIONS (Cont'd)

- m. Contract schedule status;
- n. Plans for activities during the following reporting period;
- o. Name and telephone number of preparer of the report;
- p. Appendixes for any necessary tables, references, photographs, illustrations, and charts.